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1 PERFORMANCE WORK STATEMENT

1.1 PURPOSE

The purpose of this contract action is to build, integrate, and maintain reliable, scalable, modern, tested digital tools and programs using agile development and human-centered design in support of the State of New Jersey's (State) business and permit modernization program. The goal of this program is to improve the processes and experiences enabling New Jerseyans to start, operate, and grow their businesses in the State.

1.2 KEY DATES AND ADMINISTRATION DETAILS

Questions for State - Submission Deadline	Monday, May 3, 2021 4:00pm EDT
Proposal - Submission Deadline	Tuesday, May 11, 2021 4:00pm EDT

This solicitation request is posted at <https://www.state.nj.us/treasury/administration/>. Questions and proposals should be sent to business-bid@nj.gov by the deadlines specified above. This solicitation is open only to those vendors who are registered on the Federal General Services Administration (GSA) Schedule Special Item Number 54151S as of April 22, 2021.

At the discretion of the State, the State may answer questions received by the "Questions for State" deadline above. All answers which the State elects to provide and any updates to this solicitation request will be posted at the website above.

In addition to checking the website above, potential bidders may email business-bid@nj.gov and request to be notified in the event of any changes or updates being posted.

Please include the word "Proposal" and the name of the bidding company in the subject line of the proposal email. Please note the size limit of incoming email is 25 MB. If the email with attachments exceeds this size, multiple emails may be sent.

Submissions must include the Offeror's technical submission, the Offeror's price submission, and the completed New Jersey Ownership Disclosure Form (<https://www.nj.gov/treasury/purchase/forms/OwnershipDisclosure.pdf>). Upon a notification of award, the Contractor would be required to complete additional documentation as referenced in Exhibit C.

1.3 SCOPE

The Contractor shall provide the State with product, technical and design support for the Business and Permit Modernization Program's development and sustainment, including project management, product management, technical implementation, DevOps, design, testing, rollout, and content management across multiple channels. The State is prepared to issue a contract with an anticipated total base year value not to exceed \$2.1M for up to one year of services in the base period. Although not guaranteed, the time and materials for this contract may expand or decrease in subsequent years.

The Contractor shall expect to provide an experienced base team consisting of 1 Product Manager, 1 Designer, and 2 Engineers. This base team is expected to be expanded to meet the needs of the State's Business and Permit Modernization Program and determined via consultation between the State and Contractor. The State also reserves the right to reduce the size or hours of the base team if doing so would best meet the needs of the State or project.

The Contractor's team will be working as a member of an integrated team with other experienced designer(s), engineer(s), and product manager(s) at the overall direction of the State's designated Product Owner. The Contractor should be prepared, if deemed necessary, to operate as an independent team without additional integrated engineering, product, and design support at the overall direction of the State's designated Product Owner. This document specifies specific methodologies and playbooks that are followed by the team and these may be adapted by the State throughout the course of the contract to meet the needs of the State and New Jerseyans.

1.4 BACKGROUND

There are approximately 900,000 businesses in New Jersey – over 99% of which are small businesses. The State has an important role to play in creating and providing a thriving, inclusive environment for these businesses to flourish and new businesses to start. Over a dozen agencies, departments, and divisions are involved in the process of registering, authorizing, and supporting entrepreneurs and businesses in the State.

Today, entrepreneurs, business owners, and business representatives receive authorization to start and operate their businesses by completing a series of forms and requirements for various agencies, departments, and divisions. There are a series of steps that are consistent across all business types, but many additional requirements are specific to the type of business. To ensure all requirements are fulfilled, businesses must take action to understand and navigate these requirements independently or with the help of an expert. The requirements do not always share a consistent style, data is not always shared across the State, and customer service options vary depending on the agency, department, or division.

This initiative is intended to provide a consistent, unified experience for a business in their interactions with the State and support the inclusive growth of businesses across the state. Rather than require businesses to navigate government, the State aims to help guide businesses through required processes, proactively notify them when possible, and share information internally to minimize the number of steps that a business must take to remain open and in compliance with requirements. Through a more unified approach, the State also seeks to improve transparency, speed, and accuracy of business processes, in an effort to allow businesses to open more quickly and meet state requirements with less effort.

The business and permit modernization program includes the following major components, which may evolve throughout the project:

- A public-facing authenticated website to enable business owners to start and manage their business filings with the State in one place and take action to support the launch, operation, and growth of their businesses
- A data-sharing platform that connects information across state agencies and departments such as Treasury and Community Affairs to improve the business registration experience and permit submission process
- Data analytics and process improvements that will allow the State to measure and improve the speed and quality of delivering business services to the public

The Contractor should be prepared to support each of the major components, including performing the development and/or configuration of integrations between individual agency systems, a third-party integration platform, and the business-facing components.

1.4.1 TECHNICAL BACKGROUND INFORMATION

The State supports the registration and licensing of businesses through multiple processes at several agencies. Each agency has its own operating environment and technology stack for handling their part of this process. Generally, but not exclusively, agencies are storing information in Oracle databases hosted by the State's central Office of Information Technology, but the configuration and applications accessing this database vary from agency to agency.

The scope of this work will include:

- Connect into each of the involved databases and other technology systems.
- Bring all of the steps necessary to register and license a wide variety of businesses together into one public resource.
- Integrate across agency-specific IT environments.

The State will likely use a third-party integration platform to facilitate this work.

The new centralized public-facing authenticated website being built is a modern responsive web application powered by an Application Programming Interface (API) built using server-side JavaScript and serverless cloud functions in a commercial public cloud environment. It will make use of client-side and server-side rendering techniques, authentication integration features, content management systems, and cloud-native technology.

The planned technology stack for this program includes the following primary elements (not exhaustive):

- Client-side:
 - React
 - TypeScript
 - Next.js framework
- Server-side:
 - Node.js
 - Express.js
- Platform & Infrastructure:

- Serverless framework
 - AWS Amplify
 - AWS DynamoDB
 - AWS Lambda
 - Docker
- Data stores:
 - PostgreSQL, Redis
- Development:
 - Version control with git
 - CI/CD
 - Testing with jest and Cypress

Appropriate experience to do this work includes:

- Design: user research, user interface design, information architecture, and interaction design across web and mobile web applications
- Engineering: technical requirements analysis of commercial solutions, integration and custom development using client- and server-side JavaScript, standard-compliant HTML and CSS; experience with data management and analysis through SQL and related technologies
- Development Operations / Site Reliability Engineering: configuration, administration, and operations and monitoring of cloud based service in AWS
- Product: user-centered product lifecycle and management, technical requirements definition and scoping, technical team leadership and performance management
- All: agile development methodology experience, project management and source version control, accessibility, and cross-agency collaboration and partnership

1.4.2 PRODUCT BACKLOG / USER STORIES

This initial product backlog is not a binding document, but rather a representative sample of the user stories and functionality that is anticipated will be required to be delivered under this contract. These preliminary user stories are provided only for illustrative purposes, and do not comprise the full scope or detail of the project. They are not prioritized. The specific user stories will be identified through the agile development process.

The State expects that the Contractor will work closely with the State to perform user research, prepare user personas, and to develop and prioritize a full gamut of user stories as the project progresses. The State also expects that the Contractor will work closely with the State including Agencies and Departments, and end-users to perform usability testing at regular intervals throughout the development process.

Individual user stories may be modified, added, retracted, or reprioritized by the State at any time, and the State expects that the user stories will be continuously refined during the development process. Development and the backlog of user stories will be maintained in a software development system, or other systems as designated by the State.

The illustrative set of user stories includes:

- As a Prospective Business Owner, I need to know what new business registration steps are applicable to me, so that I can complete all of the steps required to start my business.
- As a Prospective Business Owner, I need to see and complete required State formation and registration filings for my selected business type, so that I can comply with State regulations.
- As a Prospective Business Owner, I need to see and apply for required licenses for my selected business type, so that I can comply with State regulations.
- As a Prospective Business Owner, I need to see and complete local statutory requirements in my municipality for my selected business type, so that I can comply with local regulations.
- As a Prospective Business Owner, I need to see and complete federal business formation and tax requirements, so I can comply with IRS regulations.
- As a Prospective Business Owner, I want to see what incentive and economic growth programs offered by the State that I am eligible for, so that I am aware of all assistance available to me when starting a business.
- As a Small Business Owner, I need to see the status of all my filings and permits from all relevant agencies, so I can be kept up-to-date on my current compliance status.
- As a Small Business Owner, I need to be reminded of periodic, seasonal, and annual filings for my filed business type, so that I can operate and remain in compliance with State obligations.
- As a Small Business Owner, I need to be proactively alerted when there are changes to any regulations that impact my business, so that I will know when action must be taken to remain in compliance with State requirements.
- As a Small Business Owner, I need to be able to delegate access to submit information on my behalf to a designated third-party such as an accountant, so that I can outsource necessary functions to employees or outside expert assistance.
- As a Business Owner, I need to make required payments to the State in one central location, so that I can know I am in compliance with all regulations and my costs are as low as possible.

1.5 PERIOD AND PLACE OF PERFORMANCE

Base: 12 months; **Option period 1:** 12 months; **Option period 2:** 12 months; **Option period 3:** 12 months

Remote work is expected and may be the primary work location for contractor staff, provided the contractor staff is located in the United States. Contractor staff should be readily available 9a-5p ET. Contractor should also be able to maintain a rotating on-call schedule to respond to critical production issues.

1.6 TRAVEL

Travel requires pre-approval from the Contracting Officer's Representative (COR).

Travel shall be considered Other Direct Costs (ODC) and reimbursed on a Time & Materials basis via Pass-through Price Lines in accordance with the terms of the Contractor's GSA Schedule(s) and requires advanced approval by the Contracting Officer's Representative (COR). Contractor travel within the local commuting area will not be reimbursed. No mark-up will be provided for Travel Expenses and Reimbursements.

1.7 STATE/CONTRACTOR FURNISHED PROPERTY

The State will not provide IT or other equipment. The Contractor is responsible for providing all necessary equipment, such as laptops.

1.7.1 PROJECT TOOLS AND SERVICES

The Contractor shall provide additional project tools and services as necessary and as determined in consultation with the State. Examples include, but are not limited to: content management tools, team collaboration and meeting tools, prototyping tools, user story development tools, and user feedback tools. Any tools and services purchased under this contract shall be considered Other Direct Costs (ODC), will be reimbursed on a Time & Materials basis via Pass-through Price Lines, and must be approved by the COR prior to purchase. No mark-up will be provided.

1.8 WORKING PRINCIPLES

The team follows practices described in the “Digital Services Playbook” (<https://playbook.cio.gov>). Using the Digital Services Playbook, the team will operate with a **user-centered agile delivery process** – learning from research and prototypes, using that knowledge to iteratively design and build digital applications and features for New Jerseyans, and iteratively launching those applications and features on a daily basis.

The Contractor shall follow the same Working Principles to iteratively design and build applications and features for State staff and New Jerseyans and launch them on a daily basis.

The Contractor shall:

1. Follow the practices described in the “Digital Services Playbook” (<https://playbook.cio.gov>). The Contractor shall be familiar with the concepts in each play and implement them in their solutions and support.
2. Incorporate Agile methodology and iteration ceremonies into all work, such as (but not limited to) sprint planning, daily scrum, sprint review, sprint retrospective, backlog grooming, and estimating activities.
3. Incorporate best practices for modern user research and usability testing into all solutions.
4. Actively involve users in the design of all solutions.
5. Maintain a consistent look, feel, and voice across products.
6. Whenever possible, personalize solutions for the individual using the service.
7. Protect user information with best-in-class security, given the constraints of the environment.
8. Incorporate robust accessibility principles into design, development and testing for all products to deliver high-quality digital experiences to users of assistive devices.
9. Design, develop, configure, customize, deploy, and operate these solutions.
10. Use DevOps techniques of continuous integration and continuous deployment across all environments including, at a minimum, development, staging, and production.
11. Deliver secure, scalable, and tested modern web application designs using automated testing frameworks to create unit tests, integration tests, and functional/black box tests (or their

equivalents as applicable) to test 100% of functionality delivered. The Contractor should strive for compliance with Test Driven Development practices.

12. Ensure configuration and sensitive data, including data defined as sensitive, are not present in source code, and are stored in encrypted credential management systems.
13. Deliver all code not containing configuration or sensitive data to an open source repository on a continuous basis.
14. Cultivate positive, trusting, and cooperative partnerships and working relationships with the State and all other vendors supporting this work.

1.9 APPLICABLE DOCUMENTS

The Contractor shall comply with the following documents in the performance of this effort:

1. US Digital Service Playbook (<https://playbook.cio.gov>)
2. United States Web Design Standards (<https://designsystem.digital.gov>) adapted for New Jersey
3. New Jersey Statewide Information Security Manual (<https://www.cyber.nj.gov/NJ-Statewide-Information-Security-Manual.pdf>)
4. State of New Jersey Accessibility Statement (<https://www.nj.gov/nj/accessibility.html>)

1.10 SECURITY AND PRIVACY

1.10.1 SECURITY PLAN

The Contractor shall submit a detailed Security Plan that addresses the Contractor's approach to meeting each applicable security requirement outlined below, to the State, no later than 30 days after the award of the Contract. The State approval of the Security Plan shall be set forth in writing. In the event that the State reasonably rejects the Security Plan after providing the Contractor an opportunity to cure, the Director may terminate the Contract pursuant to the State of New Jersey Standard Terms and Conditions (SSTC).

1.10.2 COMPLIANCE

The Contractor shall develop and implement processes to ensure its compliance with all statutory, regulatory, contractual, and internal policy obligations applicable to this Contract. Examples include but are not limited to General Data Protection Regulation (GDPR), Payment Card Industry Data Security Standard (PCI DSS), Health Insurance Portability and Accountability Act of 1996 (HIPAA), IRS-1075. Contractor shall timely update its processes as applicable standards evolve.

The Contractor shall also conduct periodic reviews of its information systems on a defined frequency for compliance with statutory, regulatory, and contractual requirements. The Contractor shall document the results of any such reviews.

1.10.3 PERSONNEL SECURITY

The Contractor shall implement processes to ensure all personnel having access to relevant State information have the appropriate background, skills, and training to perform their job responsibilities in a competent, professional, and secure manner. Workforce security controls shall include, at a minimum:

- A. Position descriptions that include appropriate language regarding each role's security requirements;
- B. To the extent permitted by law, employment screening checks are conducted and successfully passed for all personnel prior to beginning work or being granted access to information assets;
- C. Rules of behavior are established and procedures are implemented to ensure personnel are aware of and understand usage policies applicable to information and information systems;
- D. Access reviews are conducted upon personnel transfers and promotions to ensure access levels are appropriate;
- E. Contractor disables system access for terminated personnel and collects all organization owned assets prior to the individual's departure; and
- F. Procedures are implemented that ensure all personnel are aware of their duty to protect information assets and their responsibility to immediately report any suspected information security incidents.

1.10.4 SECURITY AWARENESS AND TRAINING

The Contractor shall provide periodic and on-going information security awareness and training to ensure personnel are aware of information security risks and threats, understand their responsibilities, and are aware of the statutory, regulatory, contractual, and policy requirements that are intended to protect information systems and State Confidential Information from a loss of confidentiality, integrity, availability and privacy. Security awareness and training shall include, at a minimum:

- A. Personnel are provided with security awareness training upon hire and at least annually, thereafter;
- B. Security awareness training records are maintained as part of the personnel record;
- C. Role-based security training is provided to personnel with respect to their duties or responsibilities (e.g. network and systems administrators require specific security training in accordance with their job functions); and
- D. Individuals are provided with timely information regarding emerging threats, best practices, and new policies, laws, and regulations related to information security.

1.10.5 PRIVACY

If the State data associated with the Contract includes PII, State Confidential Information, this section is applicable.

- A. Data Ownership. The State is the data owner. Contractor shall not obtain any right, title, or interest in any of the data furnished by the State, or information derived from or based on State data.
- B. Data usage, storage, and protection of PII and State Confidential Information (e.g., all information or data contained in documents supplied by the State, any information or data gathered by the Contractor in the fulfillment of the Contract and any analysis thereof

(whether in fulfillment of the Contract or not)) are subject to all applicable international, federal and state statutory and regulatory requirements, as amended from time to time, including, without limitation, those for HIPAA, Tax Information Security Guidelines for Federal, State, and Local Agencies (IRS Publication 1075), New Jersey State tax confidentiality statute, the New Jersey Privacy Notice found at NJ.gov, N.J.S.A. § 54:50-8, New Jersey Identity Theft Prevention Act, N.J.S.A. § 56:11-44 et. seq., the federal Drivers' Privacy Protection Act of 1994, Pub.L.103-322, and the confidentiality requirements of N.J.S.A. § 39:2-3.4. Contractor shall also conform to PCI DSS, where applicable.

- C. Security: Contractor agrees to take appropriate administrative, technical and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of user information. Contractor shall ensure that PII and other State Confidential Information is secured and encrypted during transmission or at rest.
- D. Data Transmission: The Contractor shall only transmit or exchange State of New Jersey data with other parties when expressly requested in writing and permitted by and in accordance with requirements of the Contract or the State of New Jersey. The Contractor shall only transmit or exchange data with the State of New Jersey or other parties through secure means supported by current technologies. The Contractor shall encrypt all PII and other State Confidential Information as defined by the State of New Jersey or applicable law, regulation or standard during any transmission or exchange of that data.
- E. Data Re-Use: All State data shall be used expressly and solely for the purposes enumerated in the Contract. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of the Contractor. No State data of any kind shall be transmitted, exchanged or otherwise passed to other contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by the State Contract Manager.
- F. Data Breach: In the event of any actual, probable or reasonably suspected breach of security, or any unauthorized access to or acquisition, use, loss, destruction, compromise, alteration or disclosure of any PII (each, a security breach) that may concern any State Confidential Information or PII, Contractor shall: (a) notify the State immediately of such breach, but in no event later than 24 hours after such security breach; (b) designate a single individual employed by Contractor who shall be available to the State 24 hours per day, seven (7) days per week as a contact regarding Contractor's obligations under Section 1.10.11 (Incident Response); (c) not provide any other notification or provide any disclosure to the public regarding such security breach without the prior written consent of the State, unless required to provide such notification or to make such disclosure pursuant to any applicable law, regulation, rule, order, court order, judgment, decree, ordinance, mandate or other request or requirement now or hereafter in effect, of any applicable governmental authority or law enforcement agency in any jurisdiction worldwide (in which case Contractor shall consult with the State and reasonably cooperate with the State to prevent any notification or disclosure concerning any PII, security breach, or other State Confidential Information); (d) assist the State in

investigating, remedying and taking any other action the State deems necessary regarding any security breach and any dispute, inquiry, or claim that concerns the security breach; (e) follow all instructions provided by the State relating to the State Confidential Information affected or potentially affected by the security breach; (f) take such actions as necessary to prevent future security breaches; and (g) unless prohibited by an applicable statute or court order, notify the State of any third party legal process relating to any security breach including, at a minimum, any legal process initiated by any governmental entity (foreign or domestic).

- G. Minimum Necessary. Contractor shall ensure that PII and other State Confidential Information requested represents the minimum necessary information for the services as described in this Bid Solicitation and, unless otherwise agreed to in writing by the State, that only necessary individuals or entities who are familiar with and bound by the Contract will have access to the State Confidential Information in order to perform the work.
- H. End of Contract Data Handling: Upon termination/expiration of this Contract the Contractor shall first return all State data to the State in a usable format as defined in the Contract, or in an open standards machine-readable format if not. The Contractor shall then erase, destroy, and render unreadable all Contractor back up copies of State data according to the standards enumerated in accordance with the State's most recent Media Protection policy, https://www.nj.gov/it/docs/ps/NJ_Statewide_Information_Security_Manual.pdf; and certify in writing that these actions have been completed within 30 days after the termination/expiration of the Contract or within seven (7) days of the request of an agent of the State whichever should come first.
- I. In the event of loss of any State data or records where such loss is due to the intentional act, omission, or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the State Contract Manager. The Contractor shall ensure that all data is backed up and is recoverable by the Contractor. In accordance with prevailing federal or state law or regulations, the Contractor shall report the loss of non-public data.

1.10.6 MEDIA PROTECTION

The Contractor shall establish controls to ensure data and information, in all forms and mediums, are protected throughout their lifecycles based on their sensitivity, value, and criticality, and the impact that a loss of confidentiality, integrity, availability, and privacy would have on the Contractor, business partners, or individuals. Media protections shall include, at a minimum:

- A. Media storage/access/transportation;
- B. Maintenance of sensitive data inventories;
- C. Application of cryptographic protections;
- D. Restricting the use of portable storage devices;

- E. Establishing records retention requirements in accordance with business objectives and statutory and regulatory obligations; and
- F. Media disposal/sanitization.

1.10.7 REMOTE ACCESS

The Contractor shall strictly control remote access to the Contractor's internal networks, systems, applications, and services. Appropriate authorizations and technical security controls shall be implemented prior to remote access being established. Remote access controls shall include at a minimum:

- A. Establishing centralized management of the Contractor's remote access infrastructure;
- B. Implementing technical security controls (e.g. encryption, multi-factor authentication, IP whitelisting, geo-fencing); and
- C. Training users in regard to information security risks and best practices related remote access use.

1.10.8 MOBILE DEVICE SECURITY

The Contractor shall establish administrative, technical, and physical security controls required to effectively manage the risks introduced by mobile devices used for organizational business purposes. Mobile device security shall include, at a minimum, the following:

- A. Establishing requirements for authorization to use mobile devices for organizational business purposes;
- B. Establishing Bring Your Own Device (BYOD) processes and restrictions;
- C. Establishing physical and logical access controls;
- D. Implementing network access restrictions for mobile devices;
- E. Implementing mobile device management solutions to provide centralized management of mobile devices and to ensure technical security controls (e.g. encryption, authentication, remote-wipe, etc.) are implemented and updated as necessary;
- F. Establishing approved application stores from which applications can be acquired;
- G. Establishing lists approved applications that can be used; and
- H. Training of mobile device users regarding security and safety.

1.10.9 PROJECT AND RESOURCE MANAGEMENT

The Contractor shall ensure that controls necessary to appropriately manage risks are accounted for and implemented throughout the term of the Contract. Project and resource management security practices shall include, at a minimum:

- A. Defining and implementing security requirements;
- B. Allocating resources required to protect systems and information; and
- C. Ensuring security requirements are accounted for throughout the term.

1.10.10 THIRD PARTY MANAGEMENT

The Contractor shall implement processes and controls to ensure that risks associated with third-parties (e.g. vendors, contractors, business partners, etc.) providing information technology equipment, software, and/or services are minimized or avoided. Third party management processes and controls shall include, at a minimum:

- A. Tailored acquisition strategies, contracting tools, and procurement methods for the purchase of systems, system components, or system service from suppliers;
- B. Due diligence security reviews of suppliers and third parties with access to the Contractor's systems and sensitive information;
- C. Third party interconnection security; and
- D. Independent testing and security assessments of supplier technologies and supplier organizations.

1.10.11 INCIDENT RESPONSE

The Contractor shall maintain an information security incident response capability that includes adequate preparation, detection, analysis, containment, recovery, and reporting activities. Information security incident response activities shall include, at a minimum, the following:

- A. Information security incident reporting awareness;
- B. Incident response planning and handling;
- C. Establishment of an incident response team;
- D. Cybersecurity insurance;
- E. Contracts with external incident response services specialists; and
- F. Contacts with law enforcement cybersecurity units.

1.11 SPECIFIC TASKS AND DELIVERABLES

The Contractor shall perform the following:

1.11.1 BUILD NEW PRODUCTS AND CONTINUOUSLY IMPROVE EXISTING FUNCTIONALITY

At the direction of State, the Contractor shall build new products and continuously improve new and existing functionality. For each product to be developed or enhanced, the Contractor shall support agile product initiation, requirements refinement and design, development, testing, deployment, and rollout. The State anticipates that the development support personnel will function as a collaborative, multi-disciplinary team including Product Managers, Engineers, Designers, and Quality Assurance Software Testers.

1.11.2 PRODUCT DEVELOPMENT

For all new and existing products, the Contractor shall use agile development and UX design methods to support product initiation; requirements refinement; human-centered research and design; development;

testing; deployment; ongoing maintenance and bug fixes; and ongoing testing, evaluation, and enhancement. The Contractor is also expected to provide expert guidance on product direction and strategy. The Contractor will create and maintain documentation for all product activities, recommendations, and decisions.

The Contractor shall:

- Collaborate with State to determine which of the items in the current backlog should be implemented and when. List and prioritization of elements are subject to change at the direction of State.
- At the start of work on a new or existing product, conduct a product kick-off meeting with State and designated stakeholders.
- Facilitate discovery activities to include formative research with users and business stakeholders, an assessment of current related features, a content review, business process review; and collection of any available data and analytics.
- For new products, apply user research to define minimum viable product (MVP) functionality, including epics, user stories, interaction design, and information architecture, as well as operational, business, functional, technical, data, and integration requirements.
- Prepare and maintain a product plan and roadmap, to include epics, user stories, areas for improvement, recommended strategy, an assessment of level of effort and complexity, a plan for evaluation, and a plan for ongoing maintenance and enhancement for State review.
- Use a modular approach when appropriate and feasible.
- Determine if individual components of the solution could be solved via best-in-class, available third-party solutions rather than custom development.
- Develop products using an agile, continuous integration and deployment methodology with the capability of multiple code releases per day in production.
- Follow web application coding best practices as defined in Twelve-Factor App (<https://12factor.net>). Code shall be annotated and linted per industry-accepted standards for the given language or framework being used.
- Create, include, and track analytics for new and existing products that can support Key Performance Indicators (KPIs) defined by State or defined as acceptance criteria in user stories.
- Update any publicly available KPIs, analytics and outcome measures with launch information, and create and maintain a “one-sheet” with product information, e.g. KPIs, value proposition, and screen shots of key service features.
- Develop and execute a pre-launch checklist to mitigate risk.
- Develop a testing and quality assurance plan and provide test reports prior to any launch using approved agile development tools for all user stories and scripts and ensuring traceability for testing. The Contractor is responsible for creating automated test scripts, conducting all testing (including, but not limited to, unit, development, performance, security, Section 508, functional, and integration), and documenting the results in a test report.
 - Supplement automated testing with manual testing as required.

- Develop monthly reports for State leadership to demonstrate metrics of success. These reports will include slides, screenshots etc. that are not limited to metrics dashboards and scorecard snapshots.
 - Upon request, produce other analytics reporting materials to support presentations to State leadership.
- Continually review products against established KPIs to ensure that services continue to meet stated goals and address user needs. The Contractor will notify the Product Owner (designated by State) if issues or anomalies arise following these reviews.
- Conduct usability tests on products released to the production environment to evaluate the holistic experience and identify areas for further improvement.
- Track and develop technical debt user stories for inclusion in the product backlog.
- Support custom integrations between products and existing systems.

1.11.3 DEVOPS

The Contractor shall continuously improve all new and existing products by conducting continual enhancements, bug fixes, monitoring, testing and evaluation, analytics, and support activities. The Contractor is also expected to provide expert guidance on engineering direction and strategy.

The Contractor shall:

- Ensure all code is tested at the unit, functional, and integrational level prior to release into the production environment.
- Set up monitoring and alerting for new and existing products to ensure compliance with industry-standard uptime numbers.
- Maintain multiple pre-production environments where products can be released.
- Maintain automated pipelines that execute unit, functional, and accessibility tests as part of the code review process.
- Maintain automated pipelines that deploy reviewed code to all environments.
- Develop regular reports for State leadership to demonstrate metrics of success including but not limited to SLAs, error rates, test coverage, operating status, and build quality. Upon request, produce other analytics reporting materials to support presentations to State leadership.

1.11.4 USER EXPERIENCE (UX)

The Contractor shall follow the value: “Design with users, not for them”. The Contractor shall approach design and user research activities as opportunities to learn from users and then quickly apply those learnings, such that new and existing products can be designed, built, and deployed in weeks (vs. months or years). The Contractor is also expected to provide expert guidance on user experience design direction and strategy. The Contractor will create and maintain documentation for all research and design activities, recommendations, and decisions.

The Contractor shall:

- Conduct user research on new and existing products throughout their development or enhancement lifecycle and iteratively apply insights gathered to inform design and development.
 - Conduct generative research studies to better understand user's needs, context, and pain points.
 - Conduct iterative usability testing to inform the content, information architecture, design, and functionality of products.
 - Conduct user acceptance testing on products before releasing to production.
- Work with State to leverage existing recruiting for user research studies completed outside of this contract.
- Employ design process management by breaking designs into small, bite-sized implementations and collecting data from each deployment to inform priorities and decisions in the next iteration.
- Create and edit "plain language" content for products, as well as static web pages. Plain language is defined as "writing that is clear, concise, well-organized, and follows other best practices appropriate to the subject or field and intended audience" (plainlanguage.gov).
- Adhere to and support the development and maintenance of the content style guide, which specifies the writing style and tone across products. This includes conducting ongoing scans of content to ensure currency and consistency, and updating content in accordance with existing workflows and procedures.
- Craft, test, and deploy design deliverables, such as wireframes, low- and high-fidelity prototypes, or interactive web forms to facilitate usability testing and agile development of products.
- As appropriate, create and update prototypes to conduct facilitated demos or usability testing to elicit feedback for improvements to the design.
- Develop designs that adhere to the New Jersey design system, adapted from the [U.S. Web Design System](#). If the Contractor determines a need for a new pattern, the Contractor shall collaborate with the State to design that pattern and include it in the design system.

1.11.5 ACCESSIBILITY

For all new and existing products, the Contractor shall ensure that they serve the needs of New Jerseyans with disabilities that may impact their access to digital tools. The Contractor is also expected to provide expert guidance on accessibility direction and strategy. The Contractor will create and maintain documentation for all related activities, recommendations, and decisions.

The Contractor shall:

- Ensure, through continued development and testing, that products are not only accessible, but are also easy for users to interact with using screen readers and other assistive technology.
- Design and build products that are accessible to the widest range of users and devices; all products and websites must be responsive and compliant with State Accessibility statement (<https://www.nj.gov/nj/accessibility.html>).
- Demonstrate how they will routinely evaluate all resources created and maintained for accessibility.
- Ensure all products are mobile-responsive.

- Ensure that all design/templates for products are viewable on any mobile device or web browser, with an exceptional experience on the leading ones.
- Provide expert guidance to determine which range of browsers and devices to target for testing.

1.11.6 OPEN SOURCE/REUSE

The Contractor is required to deliver any products, technical data, configurations, documentation or other information, including source code, during contract performance. The State shall receive Unlimited Rights in intellectual property first produced and delivered in the performance of this contract. This includes all rights to source code and any and all documentation created in support thereof.

The Contractor shall:

- Approach system design in an “out-of-the-box” manner, using native best practice approaches or preconfigured solutions drawn from the open source community where possible with a focus on minimizing system customization with written code.
- Adopt open-source licenses that enable the State to publish all components, source code, or software artifacts for reuse in an open source manner.
- Separate configuration and sensitive information from source code.
- Manage dependencies on other open source libraries and tools and provide recommendations to State for continued use or updates.
- Maintain a list of products’ open-source libraries and tools published by State that are available for reuse.
- Store source code, technical data, configurations, documentation in the State’s designated source control repository(s).

1.11.7 DATA MANAGEMENT AND SECURITY

The Contractor shall ensure the continual monitoring, compliance, and security for all new and existing products.

The Contractor shall:

- Provide technical documentation support for State security processes.
- Secure products in accordance with applicable system security policies and industry best-practices.
- Provide data, security, and Integration Architecture Diagrams.
- Create and maintain, data taxonomy of products to ensure maximal re-use of data elements, minimal information collection burden on end users, and ease of maintenance for State agencies and departments.

1.11.8 TRANSITION SUPPORT (OPTIONAL)

At the request of the State, the Contractor shall conduct analysis, create the strategy, and develop the plans and products needed to successfully transition the provision of services. The Contractor shall develop and implement detailed transition strategies and processes needed to maintain continuity of operations and quality of service during the transition period. The Contractor shall develop and provide a Transition Plan for COR approval covering transition out activities. The Contractor shall then implement the detailed transition strategies and processes needed to enable an efficient transfer of products and services from the incumbent service provider to the new service provider or to State without disruption to ongoing services. During implementation of the Transition Plan, the Contractor shall:

1. Minimize transition impact to the user community.
2. Ensure no breaks in service availability.
3. Maintain existing service quality and performance levels.
4. Ensure a transparent and seamless transition.
5. Maintain support and meet delivery milestones of ongoing projects.
6. Minimize operations and maintenance (O&M) cost overlaps.
7. Ensure that the IT security posture during transition is maintained at current levels without creating gaps and/or vulnerabilities.
8. Ensure no service disruption or degradation during transition.

The Contractor shall ensure a seamless transition during the next successor's phase-in period. For planning purposes, the overall transition period shall not exceed 60 days. Transition of operational capabilities is to be completed within 60 days.

1.11.9 TECHNICAL SUPPORT (OPTIONAL)

The technical support roles described in this section are separate from the development activities performed by the sprint team. While preferred, if the Contractor is unable to offer dedicated support specified in this section, they may not be disqualified, but should clarify this in the staffing plan.

Upon execution of this optional task at the request of the State, the Contractor shall provide technical/help desk support for products and services developed under the scope of this contract. This technical support will enable resolution of technical issues or challenges (e.g., navigation) of the platform. Support should be comprised of technician(s) experienced and knowledgeable about the product and can assist end-users to resolve problems. The technician(s) will be responsible for monitoring channels (e.g., phone, email, chat) and working directly with internal users, partners, and the public to diagnose, document and resolve issues.

The Contractor will be responsible for working with:

1. Development team
2. Office of Information Technology technical support
3. State colleagues
4. External partners
5. End-users

The Contractor shall:

1. Resolve issues by working with and being the primary point of contact for the impacted user(s)
2. Develop and use documentation to enable the issue(s) to be recreated for analysis and resolution
3. Partner and work with development team to inform them of issues that require escalation
4. Maintain high levels of customer satisfaction, including ensuring prompt and transparent updates are provided to the user(s)
5. Ensure user(s) are always connected with the appropriate support, even if not under the scope of the technician
6. Categorize and analyze issues encountered to identify overall user issues and trends.

The Contractor shall meet agreed-upon SLAs for issue response time, for example:

1. General guidance: < 24 hours
2. System impaired: < 12 hours
3. Production system impaired: < 4 hours
4. Production system down: < 1 hour
5. Business-critical system down: < 15 minutes

1.12 GENERAL REQUIREMENTS

1.12.1 PERFORMANCE METRICS

The table below defines the Performance Standards and Acceptable Levels of Performance associated with this effort.

Performance Objective	Performance Standard	Acceptable Levels of Performance
A. Technical / Quality of Product or Service	<ol style="list-style-type: none">1. Shows understanding of requirements2. Efficient and effective in meeting requirements3. Meets technical needs and mission requirements4. Services are accessible, including, but not limited to, meeting Section 508 compliance5. Provides quality services/products6. Maintains an excellent rating on help desk surveys (optional task order)	Satisfactory or higher

	7. Meets agreed-upon technical support SLAs (optional task order)	
B. Project Milestones and Schedule	1. Quick response capability 2. Products completed, reviewed, delivered in accordance with the established schedule 3. Notifies customer in advance of potential problems	Satisfactory or higher
C. Cost & Staffing	1. Currency of expertise and staffing levels appropriate 2. Personnel possess necessary knowledge, skills and abilities to perform tasks	Satisfactory or higher
D. Management	1. Integration and coordination of all activities to execute effort	Satisfactory or higher

The COR will utilize a Quality Assurance Surveillance Plan (QASP) throughout the life of the Contract to ensure that the Contractor is performing the services required by this PWS in an acceptable level of performance. The State reserves the right to alter or change the QASP at its own discretion. See Attachment B for Technical Performance Standards that augment Performance Objective A above.

A Performance Based Service Assessment will be used by the COR in accordance with the QASP to assess Contractor performance.

1.12.2 SHIPMENT OF HARDWARE OR EQUIPMENT

Not applicable.

1.13 SUBMISSION

1.13.1 GENERAL INFORMATION

1.13.1.1 FORMAT AND CONTENTS

Submissions must be submitted via the instructions in section 1.2. Submissions must contain:

- the Offeror's technical submission
- the Offeror's price submission
- the New Jersey Ownership Disclosure Form
(<https://www.nj.gov/treasury/purchase/forms/OwnershipDisclosure.pdf>).

1.13.1.2 DUE DATE AND TIME

Submissions must be received by the State by the date and time specified in section 1.2. Any submission received after that date and time will not be considered.

1.13.1.3 INQUIRIES

Any prospective Offeror desiring a written explanation or interpretation of any aspect of this request for quotes may submit an inquiry by email to business-bid@nj.gov.

All inquiries must be received by the State by the date and time specified in section 1.2. The State reserves the right to determine whether, how, and when, to respond to any such inquiries. The State is more likely to respond to inquiries that are submitted in advance of the deadline.

1.13.1.4 MODIFICATIONS, REVISIONS, AND WITHDRAWALS

Offers may be withdrawn by written notice received at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer. Offerors may submit written modifications to their submissions at any time before the RFQ closing date and time, and, if requested or allowed by the Contracting Officer, may submit written modifications in response to an amendment, or to correct a mistake, at any time before award. In the event the Offeror wishes to make a modification before the RFQ closing date and time, they should withdraw their original submission and re-submit a revised proposal prior to the deadline.

1.13.2 TECHNICAL SUBMISSION

Technical submissions must consist of the following:

- a technical proposal of no more than eight (8) pages in PDF Format
 - a staffing plan of no more than six (6) pages plus resumes and signed letters of intent to participate in PDF Format
 - a similar experience listing
 - one (1) to three (3) case studies of no more than three (3) pages each in PDF format.
- Additionally,
- post-mortem report(s) for at least one (1) case study not to exceed three (3) pages total
 - up to ten (10) total case study artifacts such as link(s) to source code repository(s) and design research samples (user research plans and design artifacts should not exceed 30 pages combined; at least one source code sample should be provided)

Technical proposals and staffing plans must be submitted using 12-point type.

1.13.2.1 TECHNICAL PROPOSAL

The Written Technical Solution shall be limited to 8 pages, excluding the cover letter and table of contents, in PDF Format.

Within the Written Technical Solution, the Offeror shall provide a detailed approach to the following:

1. Overall methodology and approach to building and continuously improving new and existing software.
2. Product Development, including working with business stakeholders.
3. DevOps.

4. User Research and feedback.
5. Accessibility.
6. Quality Assurance testing.
7. Open Source publishing.
8. Approach to Security and Compliance.
9. What the Offeror would need from the State to ensure success and any barriers that would reduce or delay success.
10. How success and end user satisfaction will be determined and the strategy for capturing both product metrics and process metrics.
11. Integrating and working alongside an existing development team.
12. Operating, maintaining, and sustaining products.
13. Providing on-call support for critical production issues.
14. Providing technical support via the optional task order.

Also within the Written Technical Solution, the Offeror shall provide an approach to the following as it relates to the project background information specified in Section 1.4 (Background):

1. A recommended approach to building the solution described in Section 1.4
2. Potential risks and/or concerns that should be considered and/or addressed to ensure the initiative is successful

1.13.2.2 STAFFING PLAN

The staffing plan of no more than 6 pages (excluding resumes and GSA labor category descriptions) must set forth the Offeror's proposed approach to staffing the requirements of this project, including the base team referenced in the scope and the ability to scale up the team as necessary to meet additional requirements.

1. The staffing plan must identify the proposed Product Manager, Technical, and Design Leads by name as Key Personnel, and include resumes.
 - i. The staffing plan must also set forth the extent to which the proposed team for this project was involved in the development of the case studies and other work referenced in the following sections.
 - ii. Resumes must include a brief description of the experience and capability for each individual, but cannot exceed one (1) page in length each.
 - iii. The Offeror may also specify additional Key Personnel who will be made available for this project, along with their resumes, if applicable. The Offeror may provide resumes of additional team members who are expected to be available for this project, but not designated as Key Personnel. If an individual is not designated as Key Personnel, this must be clear with the resume submission.
2. The Offeror should provide a recommendation for scaling and expanding the team beyond the base team. This recommendation should include additional roles, labor

- categories, and estimated hours (e.g., full-time) that would enable this program to be successful.
3. The Offeror shall specify the method and key contact for managing administrative tasks.
 4. The staffing plan should provide details regarding the Offeror's approach and ability to staff the project in the following circumstances:
 - i. As an integrated team working side-by-side with a technical team staffed by the State
 - ii. As an independent team that is delivering software at the direction of a State's designated Product Owner
 - iii. In a period following new feature development to handle operating and maintaining a production system
 5. The staffing plan should set forth and explain the extent to which the Offeror will provide individuals with experience in the following areas:
 - i. Technology stack as described in Section 1.4.1
 - ii. Agile development practices
 - iii. Automated (unit/integration/end-to-end) testing
 - iv. Continuous Integration and Continuous Deployment
 - v. Refactoring to minimize technical debt
 - vi. Application Protocol Interface (API) development and documentation
 - vii. Open-source software development
 - viii. Cloud deployment
 - ix. Open-source login/authentication services
 - x. Product management and strategy
 - xi. Usability research, such as (but not limited to) contextual inquiry, stakeholder interviews, and usability testing
 - xii. User experience design
 - xiii. Sketching, wireframing, and/or prototyping, and user-task flow development
 - xiv. Visual design
 - xv. Content design and copywriting
 - xvi. Building and testing public facing sites and tools
 6. The staffing plan should specify if and how the Contractor would fulfill the optional task order to provide technical support specified in section 1.11.9.
 7. The staffing plan should specify the Contractor's plan and timeline following award to kick-off work with the base team in a manner that would allow the State to quickly make use of this Contract.
 8. Offerors proposing Key Personnel who are not currently employed by the Offeror or a teaming partner must include a signed letter of intent from the individual proposed as Key Personnel that the individual intends to participate in this project for at least one (1) year.
 9. The staffing plan must also include a description of the Offeror's plans, if any, to provide services through a joint venture, teaming partner, or subcontractors.

10. The Offeror may also attach a document with the descriptions (e.g., title, functional responsibility, experience level) for the GSA labor categories included in the price submission template. This attachment does not count against the page limit.

1.13.2.3 SIMILAR EXPERIENCE LISTING

Offerors should provide a listing of projects that have been completed or are currently being completed by the Contractor and displays expertise and experience in similar environments:

1. Client organization name
2. Client industry or level of government
3. Brief description of project including problem statement and solution
4. Budget
5. Period of performance
6. Offeror's role, including number of individuals and roles staffed on project
7. If applicable, key personnel from this case study that would be assigned to this Contract
8. Goals and outcomes, including any metrics produced, identifying how outcomes addressed those goals
9. Technology stack
10. Delivery Methodology, including how user centered design and user feedback was utilized

1.13.2.4 CASE STUDY / PRIOR WORK SAMPLES

Offerors shall submit up to three relevant case studies for evaluation from the listing in the prior section. Relevant case studies must demonstrate recent (e.g., within the past three-years) performance of tasks detailed in the PWS, related to product and delivery management, systems architecture, software development, user research, user experience strategy, information architecture, interaction and visual design, static and dynamic content management, content writing, DevOps, and data analytics to continuously improve new and existing software, performed by the Offeror or any proposed subcontractor who will be responsible for at least 30% of your proposed price. Case studies may reflect work completed for government and/or Commercial clients. Offerors are strongly encouraged to submit case studies that demonstrate the capability to perform multiple tasks from the PWS and to share at least one case study serving a government client. Case studies may include work performed under any combination of tasks contained in the PWS, but Offerors are strongly encouraged to submit case studies that substantially cover the tasks outlined in the PWS (not including the optional technical support task).

Offerors are also strongly encouraged to provide case studies that reflect work performed creating, developing and maintaining software similar in scope to that outlined in the PWS (i.e., 6-12 person delivery team responsible for public-facing, mission-critical service in use by hundreds of thousands or millions of diverse users) and utilizing a technology stack similar to the planned technology stack listed in section 1.4.1. The Case Studies shall demonstrate an agile methodology and adherence to practices found within the Digital Services Playbook (<https://playbook.cio.gov/>) and responses shall specifically address

how user centered design and user feedback was used during the agile process. Each Case Study submission is limited to three pages in PDF Format.

In addition to the above, for AT LEAST ONE case study, Offerors must also submit at least one Post-mortem report related to one of the submitted Case Studies. Post-mortem report(s) shall be no longer than 3 pages (in total) outlining the issues resolved, how the issue(s) was found, the root cause analysis conducted, and how the issue(s) was addressed.

In addition to the above, for AT LEAST ONE case study, Offerors are required to submit artifacts to further demonstrate their capacity to perform the requirements in the PWS. Artifacts must not be created for this PWS. Artifacts should be related to one of projects covered in the case studies. Artifacts may be anonymized as needed to protect PII, PHI, or other proprietary data, but should still demonstrate the vendor's expertise as it relates to the PWS. Artifacts should include at least one from each of the following categories, with a max of 10 artifacts in total:

- Product Development, as covered in Section 1.11.2.
- DevOps practices, as covered in 1.11.3
- User Experience, and content strategy and development, as covered in 1.11.4

At least one artifact should be a reference to a source code sample, preferably open source.

The Case Studies, the Post Mortem Report(s), and their respective artifacts (e.g., design research, source code with revision history), may be provided via a public facing repository - the link to which shall be provided via email with the submission by the due date for this solicitation. Any additional information, like a password or username, necessary to gain access to the repository, shall be provided with the link. The third-party repository site (e.g., Github, Gitlab, or similar) must show site-generated time-stamps of when materials were created and/or modified and must enable the State to download the materials. No materials may be added or changed after the proposal submission deadline specified in section 1.2. User research plans and design artifacts should not exceed 30 pages combined.

Please note if a submitted Case Study(s) relies on the expertise provided by a subcontractor, that the subcontractor(s) shall be included as a proposed subcontractor in this proposal for this effort including any resultant award. Additionally, should a Case Study of a proposed subcontractor be used this submission, the vendor shall ensure that the vendor clearly accounts for at least 30% of the proposed price in this proposal and the award. Failure to ensure these conditions may render an Offeror's proposal unacceptable.

1.13.3 INTERVIEWS

The Offerors with the most highly rated written submissions will each be invited to participate in an interview as part of the evaluation process. Each interview will be conducted remotely via video connection and/or teleconference. The State will communicate with certain Offerors to schedule the dates and times of interviews. There may be a limited time window when these interviews may be offered.

Each interview will include a question and answer session, during which Offerors will be asked questions about the technical aspects of their proposal and their approach to software development. The State expects these interviews will assist the State to assess the technical abilities of the proposed development team and to better understand the proposed technical approach described in the Offeror's written submission. All of the Offeror's proposed Key Personnel must participate in the interview.

The Introductions phase of each interview will last approximately 5 minutes, during which the Offeror and State interview team members will introduce themselves.

The Open Technical Session of each interview will last approximately 45 minutes, during which the Offeror interview team will respond to the State's questions related to the technical aspects of the Offeror's proposal. Offerors will NOT be able to use or present any slides, graphs, charts, or other written presentation materials, including handouts. There will be no follow-up session for further questions after this part of the interview.

The Closing Remarks phase of each interview will last approximately 5 minutes, during which the Offeror may make a short presentation summarizing the Offeror's responses to the State's questions.

Interviews will not constitute discussions. Statements made during an interview will not become part of the agreement.

1.13.4 PRICE SUBMISSION

The Contractor shall submit a single dollar amount that represents the Offeror's estimate of the total cost to the State for the development services required for up to four (4) years of work on this project for the base team as described in the scope section above as well as any necessary additional administrative support required.

To set forth that single dollar amount, each Offeror must complete all tabs of the provided Price Submission Spreadsheet. The first tab consists of the estimated amounts for the base team in the base year and each of the three (3) option periods. The base team must include the Key Personnel designated by the Offeror in this proposal. For the purpose of this proposal, the contractor should assume 1,880 billable hours per year for full-time staff.

The next tab consists of a pricing template to be completed by the Offeror that contains the hourly rate for each labor category that could be required under this contract to complete activities described in the Performance Work Statement (e.g., engineering, design, DevOps, product management, project management, technical support technician, QA testing). The Contractor should ensure that all possible roles and experience levels are reflected in the price submission, including for the optional technical support activity. Different rates should be provided for different levels of expertise. The labor categories should be consistent with those listed in the Offeror's GSA Schedule. As described above, it is expected that the Contractor and State will work together in the event the size of the team should be modified. It is recommended that the Offeror include all potential labor categories that could be leveraged for this Contract.

The Contractor will be compensated at loaded hourly rates. All proposed labor rates must be consistent with or lower than the Offeror's current GSA Schedule rates, and must be fully burdened (inclusive of profit, fringe benefits, salary, indirect rates, and the GSA Contract Access Fee (CAF)). The State seeks further price reductions and Most Favored Customer (MFC) pricing for all labor categories. Offerors should provide their best discounted rates in their submissions. The State intends to evaluate proposals without discussions with Offerors, and therefore the Offeror's initial proposal should contain the Offeror's best terms. The State reserves the right to conduct discussions if the Contracting Officer determines them to be necessary.

The State makes no guarantee of volume of work effort. The Pass-Through Price Lines shall be used to reimburse for Travel and Other Direct Costs in accordance with the terms of the Contractor's GSA Schedule(s). No mark-up will be provided for "Other Direct Costs" or "Travel Expenses and Reimbursements."

Additional rows may be added to the provided Price Submission Spreadsheet, as necessary.

1.14 EVALUATION

Each submission received by the State will be evaluated for technical acceptability. Submissions that are determined to not be technically acceptable after the Offeror has been given the opportunity for a clarification will not be evaluated further.

Quotes must be realistic with respect to technical approach, staffing approach, and total price. Quotes that indicate a lack of understanding of the project requirements may not be considered for award. Quotes may indicate a lack of understanding of the project requirements if the staffing plan does not offer a realistic set of labor categories and hours, or if any proposed hourly labor rates are unrealistically high or low.

The State will evaluate quotes that are technically acceptable on a competitive best value basis using a trade-off between technical and price factors. Technically acceptable submissions will be evaluated based on four (4) evaluation factors. These factors are (1) technical approach, (2) staffing approach, (3) similar experience, and (4) price. The three (3) technical, non-price evaluation factors, when combined, are significantly more important than price. The State may make an award to an Offeror that demonstrates an advantage with respect to technical, non-price factors, even if such an award would result in a higher total price to the State. The importance of price in the evaluation will increase with the degree of equality between Offerors with respect to the non-price factors, or when the Offeror's price is so significantly high as to diminish the value to the State of the Offeror's advantage in the non-price factors.

Technical Approach

In evaluating an Offeror's technical approach, the State will consider (a) the quality of the Offeror's plans to provide the open source, agile development services required, including user research and design and other factors described in this requisition and (b) the extent of the Offeror's understanding of the details of the project requirements.

Staffing Approach

In evaluating an Offeror's staffing approach, the State will consider (a) the skills and experience of the Key Personnel and other individuals that the Offeror plans to use to provide the required services, (b) the set of labor categories that will comprise the Offeror's base development team, (c) the recommended plan for expanding beyond the base team including the set of labor categories that the Offeror makes available to enable team expansion, and (d) the Offeror's ability to provide high quality support that is flexible according to the State's needs as described in this requisition.

Similar Experience

In evaluating an Offeror's similar experience, the State will consider the extent to which the Offeror has recently provided software development services for projects that are similar in size, scope, and complexity to the project described in this RFQ, and the quality of those services. In evaluating the quality of those services, the State will consider, among other things, the case studies, post-mortem reports, and revision history for all files in source code samples provided. The State will also consider the user research and design-related artifacts that were associated with the source code samples provided or submitted separately. In considering an Offeror's similar experience, the State may also consider information from any other source, including Offeror's prior customers and public websites.

Price

In evaluating an Offeror's price, the State will consider the total of the Offeror's estimated costs for the development services for the base year and option periods. The State will also consider the hourly rates for additional talent in the base year and option periods.

1.15 ATTACHMENTS

- A. Digital Service Best Practices
- B. Technical Performance Standards

1.15.1 ATTACHMENT A.: DIGITAL SERVICE BEST PRACTICES

- **Understand what users need**
 - Early in the product's development, participate in meetings with current and prospective users of the service
 - Use a range of qualitative and quantitative research methods to determine people's goals, needs, and behaviors; be thoughtful about the time spent
 - Test prototypes of solutions with real people, in the field if possible
 - Document the findings about user goals, needs, behaviors, and preferences
 - Share findings with others on the team and stakeholders
 - Create a prioritized list of tasks the user is trying to accomplish, also known as "user stories"
 - As the product is being built, regularly test it with potential users to ensure it meets people's needs
 - Build feedback collection into the product and review feedback regularly

- **Address the whole user experience from start to finish**
 - Understand the different points at which people will interact with the products – both online and in person
 - Identify pain points in the current way users perform their tasks, and prioritize these according to user needs
 - Design the digital parts of the service so that they are integrated with the offline touch points people use to interact with the service such as letters or other correspondence.
 - Develop metrics that will measure how well the service is meeting user needs at each step of the service
 - Develop and support the creation of help content embedded within the product
- **Make it simple and intuitive**
 - Use a simple and flexible design style guide for the service. Use the NJ adaptation of the U.S. Web Design Standards as a default
 - Use the design style guide consistently for related digital services
 - Give users clear information about where they are in each step of the process
 - Follow accessibility requirements to ensure all people can use the service
 - Provide users with a way to exit and return later to complete the process
 - Use language that is familiar to the user and easy to understand
 - Use language and design consistently throughout the service, including online and offline touch points such as letters and other correspondence
- **Build the service using agile and iterative practices**
 - Ship functioning “minimum viable products” (MVP) that solves a core user need as soon as possible, no longer than one month from the beginning of an initiative, using a “beta” or “test” period if needed
 - Run usability tests monthly, at a minimum, to see how well the service works and identify improvements that should be made
 - Ensure the individuals building the service communicate closely using techniques such as launch meetings, war rooms, daily standups, and team chat tools
 - Keep delivery teams small and focused
 - Release features and improvements multiple times each month, if not a daily
 - Use a modern source code version control system
 - Give the entire product team access to product's repository
 - Create a prioritized list of features and bugs in issue tracker, also known as the “feature backlog” and “bug backlog”
 - Use small code reviews to ensure quality. Every line of code submitted to the product's repository shall be reviewed by at least one other qualified person and merged in by a party other than the person who wrote it
- **Assign one leader and hold that person accountable**

- A product owner shall be identified for each product
- The product owner has the authority to assign tasks and make decisions about features and technical implementation details in consultation with the State
- The product owner shall have a product management background with technical experience to assess alternatives and weigh tradeoffs
- The product owner shall maintain and update the product's work plan
- The product owner shall work closely with key stakeholders
- **Bring in experienced teams**
 - Member(s) of the team shall have experience building popular, high-traffic digital services that support 100,000 users at a minimum
 - Member(s) of the team shall have experience designing mobile and web applications such as iOS, Android, HTML5
 - Member(s) of the team shall have experience using automated testing frameworks such as Travis Continuous Integration(CI)
 - Member(s) of the team shall have experience with modern development and operations (DevOps) techniques like continuous integration and continuous deployment
- **Use a modern technology stack**
 - The team shall use software frameworks that are commonly used by private-sector companies creating similar services
 - Whenever appropriate, the team shall ensure that software can be deployed on a variety of commodity hardware types
 - The team shall ensure that each project has clear, understandable instructions for setting up a local development environment documented in the repository, and that team members can be quickly added or removed from projects
 - The team shall consider open source software solutions at every layer of the stack
- **Deploy in a flexible hosting environment**
 - Resources shall be provisioned on demand
 - Resources shall scale based on real-time user demand
 - Resources shall be provisioned through an API
 - Resources shall be available in multiple regions
 - The team shall only pay for resources they use
 - Static assets shall be served through a content delivery network
 - Application shall be hosted on commodity infrastructure
- **Automate testing and deployments**
 - Create automated tests that verify all user-facing functionality, including 508-compliance
 - Create unit and integration tests to verify modules and components
 - Run tests automatically as part of the build process
 - Perform deployments automatically with deployment scripts, continuous delivery

- services, or similar techniques
- Conduct load and performance tests at regular intervals, including before public launch
- **Manage security and privacy through reusable processes**
 - Contact the appropriate privacy or security expert at the State to determine if a privacy or security review should be conducted
 - Determine, in consultation with the State, what data is collected and why, how it is used or shared, how it is stored and secured, and how long it is kept
 - Determine, in consultation with the State, whether and how users are notified about how personal information is collected and used, including whether a privacy policy is needed and where it should appear, and how users will be notified in the event of a security breach
 - Consider whether the user should be able to access, delete, or remove their information from the service
 - Use deployment scripts to ensure configuration of production environment remains consistent and controllable
- **Use data to drive decisions**
 - Monitor system-level resource utilization in real time
 - Monitor system performance in real-time (e.g. response time, latency, throughput, and error rates)
 - Ensure monitoring can measure median, 95th percentile, and 98th percentile performance
 - Create automated alerts based on this monitoring
 - Track concurrent users in real-time, and monitor user behaviors in the aggregate to determine how well the service meets user needs
 - Publish metrics internally
 - Publish metrics externally
 - Use an experimentation tool that supports multivariate testing in production
- **Default to open**
 - Offer users a mechanism to report bugs and issues, and be responsive to these reports
 - When appropriate, make data available through bulk downloads and APIs (application programming interfaces)
 - Whenever possible, ensure that code from the service is explicitly made available as open source
 - Catalog data in the agency's enterprise data inventory and add any public datasets to the agency's public data listing
 - Ensure that the State maintains the rights to all data developed by third parties in a manner that is releasable and reusable at no cost to the public
 - Ensure that the State maintains contractual rights to all custom software developed by third parties in a manner that is publishable and reusable at no cost
 - When appropriate, create an API for third parties and internal users to interact with the service directly
 - When appropriate, publish source code of projects or components online
 - When appropriate, share your development process and progress publicly

ATTACHMENT B: TECHNICAL PERFORMANCE STANDARDS

The following chart sets forth more detailed performance standards and quality levels the code and documentation provided by the Contractor must meet and the methods the State will use to assess the standard and quality levels of that code and documentation unless otherwise specified by the State.

Deliverable	Performance Standard(s)	Acceptable Quality Level	Method of Assessment
Tested Code	Code delivered under the order must have substantial test code coverage. Version-controlled repository of code that comprises the product that will remain in the State domain.	Minimum of 90% test coverage of all code. All areas of code are meaningfully tested.	Combination of manual review and automated testing
Properly Styled Code	GSA 18F Front- End Guide	0 linting errors and 0 warnings	Combination of manual review and automated testing

Accessible	Web Content Accessibility Guidelines 2.1 AA standards; State Accessibility Statement	0 errors reported using an automated scanner and 0 errors reported in manual testing	Combination of manual review and automated testing; (https://github.com/pa11y/pa11y)
Deployed	Code must successfully build and deploy into staging environment.	Successful build with a single command	Combination of manual review and automated testing
Documented	All dependencies are listed and the licenses are documented. Major functionality in the software/source code is documented. Individual methods are documented inline in a format that permit the use of tools such as JSDoc. System diagram is provided.	Combination of manual review and automated testing, if available	Manual review

Secure	OWASP Application Security Verification Standard 3.0	Code submitted must be free of medium- and high-level static and dynamic security vulnerabilities	Clean tests from a static testing SaaS (such as Snyk, npm audit, or similar) and from OWASP ZAP, along with documentation explaining any false positives
User research	Usability testing and other user research methods must be conducted at regular intervals throughout the development process (not just at the beginning or end).	Research plans and artifacts from usability testing and/or other research methods with end users are available at the end of every applicable sprint, in accordance with the Contractor's research plan.	State will manually evaluate the artifacts based on a research plan provided by the Contractor at the end of the second sprint and every applicable sprint thereafter.

2 STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS

(Rev: 2/1/2021)

2.1 STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT

Unless the bidder/offeror is specifically instructed otherwise in the Bid Solicitation/Request for Proposals (RFP), the following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the RFP and should be read in conjunction with same unless the RFP specifically indicates otherwise. In the event that the bidder/offeror would like to present terms and conditions that are in conflict with either these terms and conditions or those set forth in the RFP, the bidder/offeror must present those conflicts during the Question and Answer period for the State to consider. Any conflicting terms and conditions that the State is willing to accept will be reflected in an addendum to the RFP. The State's terms and conditions shall prevail over any conflicts set forth in a bidder/offeror's Proposal that were not submitted through the question and answer process and approved by the State. Nothing in these terms and conditions shall prohibit the Director of the Division of Purchase and Property (Director) from amending a contract when the Director determines it is in the best interests of the State.

2.2 CONTRACT TERMS CROSSWALK

<i>NJSTART</i> Term	Equivalent Statutory, Regulatory and/or Legacy Term
Bid/Bid Solicitation	Request For Proposal (RFP)/Solicitation
Bid Amendment	Addendum
Change Order	Contract Amendment
Master Blanket Purchase Order (Blanket P.O.)	Contract
Offer and Acceptance Page	Signatory Page
Quote	Proposal
Vendor	Bidder/Contractor

2.3 STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

The statutes, laws or codes cited herein are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.

2.3.1 BUSINESS REGISTRATION

Pursuant to N.J.S.A. 52:32-44, the State is prohibited from entering into a contract with an entity unless the bidder and each subcontractor named in the proposal have a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services. A subcontractor named in a bid or other proposal shall provide a copy of its business registration to the bidder who shall provide it to the State.

The contractor shall maintain and submit to the State a list of subcontractors and their addresses that may be updated from time to time with the prior written consent of the Director during the course of contract performance. The contractor shall submit to the State a complete and accurate list of all subcontractors used and their addresses before final payment is made under the contract.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the Use Tax due pursuant to the “Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

2.3.2 ANTI-DISCRIMINATION

All parties to any contract with the State agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference. The agreement to abide by the provisions of N.J.S.A. 10:5-31 through 10:5-38 include those provisions indicated for Goods, Professional Service and General Service Contracts (Exhibit A, attached) and Constructions Contracts (Exhibit B and Executive Order 151, August 28, 2009, attached) as appropriate.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time.

2.3.3 PREVAILING WAGE ACT

The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.25 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on [this proposal] is his/her guarantee that neither he/she nor any subcontractors he/she might employ to perform the work covered by [this proposal] has been suspended or debarred by the Commissioner, Department of Labor and Workforce Development for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the bidder's signature on the proposal is also his/her

guarantee that he/she and any subcontractors he/she might employ to perform the work covered by [this proposal] shall comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

2.3.4 AMERICANS WITH DISABILITIES ACT

The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101, et seq.

2.3.5 MACBRIDE PRINCIPLES

The bidder must certify pursuant to N.J.S.A. 52:34-12.2 that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

2.3.6 PAY TO PLAY PROHIBITIONS

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L. 2005, c. 51), and specifically, N.J.S.A. 19:44A-20.21, it shall be a breach of the terms of the contract for the business entity to:

- A. Make or solicit a contribution in violation of the statute;
- B. Knowingly conceal or misrepresent a contribution given or received;
- C. Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
- D. Make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor or Lieutenant Governor, or to any State or county party committee;
- E. Engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation;
- F. Fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- G. Engage in any exchange of contributions to circumvent the intent of the Legislation; or
- H. Directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

2.3.7 POLITICAL CONTRIBUTION DISCLOSURE

The contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271, §3 as amended) if in a calendar year the contractor receives one (1) or more contracts valued at \$50,000.00 or more. It is the contractor's responsibility to determine if filing is necessary. Failure to file can result in the imposition of penalties by ELEC. Additional information about

this requirement is available from ELEC by calling 1(888)313-3532 or on the internet at <http://www.elec.state.nj.us/>.

2.3.8 STANDARDS PROHIBITING CONFLICTS OF INTEREST

The following prohibitions on contractor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g;

The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the New Jersey Office of the Attorney General and the Executive Commission on Ethical Standards, now known as the State Ethics Commission;

No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he/she is employed or associated or in which he/she has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, now known as the State Ethics Commission, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest;

No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee;

No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his/her official position to secure unwarranted privileges or advantages for the vendor or any other person; and

The provisions cited above in paragraphs 2.8a through 2.8e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general

public subject to any guidelines the Executive Commission on Ethical Standards, now known as the State Ethics Commission may promulgate under paragraph 3c of Executive Order No. 189.

2.3.9 NOTICE TO ALL CONTRACTORS SET-OFF FOR STATE TAX NOTICE

Pursuant to N.J.S.A. 54:49-19, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

2.3.10 COMPLIANCE - LAWS

The contractor must comply with all local, State and Federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.

2.3.11 COMPLIANCE - STATE LAWS

It is agreed and understood that any contracts and/or orders placed as a result of [this proposal] shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey.

2.3.12 WARRANTY OF NO SOLICITATION ON COMMISSION OR CONTINGENT FEE BASIS

The contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. If a breach or violation of this section occurs, the State shall have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

2.4 STATE LAW REQUIRING MANDATORY COMPLIANCE BY CONTRACTORS UNDER CIRCUMSTANCES SET FORTH IN LAW OR BASED ON THE TYPE OF CONTRACT

2.4.1 COMPLIANCE - CODES

The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor shall be responsible for securing and paying all necessary permits, where applicable.

2.4.2 PUBLIC WORKS CONTRACTOR REGISTRATION ACT

The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractor(s) who engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development pursuant to N.J.S.A. 34:11-56.51. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464.

2.4.3 PUBLIC WORKS CONTRACT - ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS

N.J.S.A. 10:2-1 requires that during the performance of this contract, the contractor must agree as follows:

- A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- B. No contractor, subcontractor, nor any person on his/her behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

C. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

D. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

N.J.S.A. 10:5-33 and N.J.A.C. 17:27-3.5 require that during the performance of this contract, the contractor must agree as follows:

A. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;

B. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;

C. The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in

conspicuous places available to employees and applicants for employment, N.J.A.C. 17:27-3.7 requires all contractors and subcontractors, if any, to further agree as follows:

1. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2;
2. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;
3. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions; and
4. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

2.4.4 BUILDING SERVICE

Pursuant to N.J.S.A. 34:11-56.58 et seq., in any contract for building services, as defined in N.J.S.A. 34:11-56.59, the employees of the contractor or subcontractors shall be paid prevailing wage for building services rates, as defined in N.J.S.A. 34:11.56.59. The prevailing wage shall be adjusted annually during the term of the contract.

2.4.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT

The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the statute.

2.4.6 SERVICE PERFORMANCE WITHIN U.S.

Under N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer.

A shift to performance of services outside the United States during the term of the contract shall be deemed a breach of contract. If, during the term of the contract, the contractor or subcontractor, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 5.7(b) (1) of the Standard Terms and Conditions, unless previously approved by the Director and the Treasurer.

2.4.7 BUY AMERICAN

Pursuant to N.J.S.A. 52:32-1, if manufactured items or farm products will be provided under this contract to be used in a public work, they shall be manufactured or produced in the United States and the contractor shall be required to so certify.

2.4.8 DOMESTIC MATERIALS

Pursuant to N.J.S.A. 52:33-2 et seq., if the contract is for the construction, alteration or repair of any public work, the contractor and all subcontractors shall use only domestic materials in the performance of the work unless otherwise noted in the specifications.

2.4.9 DIANE B. ALLEN EQUAL PAY ACT

Pursuant to N.J.S.A. 34:11-56.14 and N.J.A.C. 12:10-1.1 et seq., a contractor performing “qualifying services” or “public work” to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and report templates see <https://nj.gov/labor/equalpay/equalpay.html>.

2.4.10 EMPLOYEE MISCLASSIFICATION

In accordance with [Governor Murphy’s Executive Order #25](#) and the [Task Force’s July 2019 Report](#), employers are required to properly classify their employees. Workers are presumed to be employees and not independent contractors, unless the employer can demonstrate all three factors of the “ABC Test” below:

- A. Such individual has been and will continue to be free from control or direction of the performance of such service, but under his or her contract of service and in fact; and
- B. Such service is either outside the usual course of business for which such service is performed, or that such service is performed outside of all places of business of the enterprise for which such service is performed; and
- C. Such individual is customarily engaged in an independently established trade, occupation, profession or business.

This test has been adopted by New Jersey under its Wage & Hour, Wage Payment and Unemployment Insurance Laws to determine whether a worker is properly classified.

2.5 INDEMNIFICATION AND INSURANCE

2.5.1 INDEMNIFICATION

The contractor's liability to the State and its employees in third party suits shall be as follows:

- A. Indemnification for Third Party Claims - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract, including liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract;
- B. The contractor's indemnification and liability under subsection (a) is not limited by, but is in addition to the insurance obligations contained in Section 2.5.2 of these Terms and Conditions; and
- C. In the event of a patent and copyright claim or suit, the contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

2.5.2 INSURANCE

The contractor shall secure and maintain in force for the term of the contract insurance as provided herein. All required insurance shall be provided by insurance companies with an A-VIII or better rating by A.M. Best & Company. All policies must be endorsed to provide 30 days' written notice of cancellation or material change to the State of New Jersey at the address shown below. If the contractor's insurer cannot provide 30 days written notice, then it will become the obligation of the contractor to provide the same. The contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof. Renewal certificates shall be provided within 30 days of the expiration of the insurance. The contractor shall not begin to provide services or goods to the State until evidence of the required insurance is provided. The certificates of insurance shall indicate the contract number or purchase order number and title of the contract in the Description of Operations box and shall list the State of New Jersey, Department of the Treasury, Division of Purchase & Property, Contract Compliance & Audit

Unit, P.O. Box 236, Trenton, New Jersey 08625 in the Certificate Holder box. The certificates and any notice of cancelation shall be emailed to the State at:

ccau.certificate@treas.nj.gov

The insurance to be provided by the contractor shall be as follows:

- A. Occurrence Form Commercial General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Commercial General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as “Additional Insureds” and include the blanket additional insured endorsement or its equivalent. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic Commercial General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage;
- B. Automobile Liability Insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1,000,000 per occurrence as a combined single limit. The State must be named as an “Additional Insured” and a blanket additional insured endorsement or its equivalent must be provided when the services being procured involve vehicle use on the State’s behalf or on State controlled property;
- C. Worker’s Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:
 - 1. \$1,000,000 BODILY INJURY, EACH OCCURRENCE;
 - 2. \$1,000,000 DISEASE EACH EMPLOYEE; and
 - 3. \$1,000,000 DISEASE AGGREGATE LIMIT.
 - a. This \$1,000,000 amount may have been raised by the RFP when deemed necessary by the Director; and
 - b. In the case of a contract entered into pursuant to N.J.S.A. 52:32-17 et seq., (small business set asides) the minimum amount of insurance coverage in subsections a., b., and c. above may have been lowered in the RFP for certain commodities when deemed in the best interests of the State by the Director.

2.6 TERMS GOVERNING ALL CONTRACTS

2.6.1 CONTRACTOR IS INDEPENDENT CONTRACTOR

The contractor's status shall be that of any independent contractor and not as an employee of the State.

2.6.2 CONTRACT AMOUNT

The estimated amount of the contract(s), when stated on the RFP form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of the RFP or any contract entered into as a result of the RFP.

2.6.3 CONTRACT TERM AND EXTENSION OPTION

If, in the opinion of the Director, it is in the best interest of the State to extend a contract, the contractor shall be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the term and period of performance of the contract. If the contractor agrees to the extension, all terms and conditions of the original contract shall apply unless more favorable terms for the State have been negotiated.

2.6.4 STATE'S OPTION TO REDUCE SCOPE OF WORK

The State has the option, in its sole discretion, to reduce the scope of work for any deliverable, task or subtask called for under this contract. In such an event, the Director shall provide to the contractor advance written notice of the change in scope of work and what the Director believes should be the corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

- A. If the contractor does not agree with the Director's proposed adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director reconsider the proposed adjusted contract price. The parties shall negotiate the adjusted contract price. If the parties are unable to agree on an adjusted contract price, the Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price; and
- B. If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

2.6.5 CHANGE IN LAW

If, after award, a change in applicable law or regulation occurs which affects the Contract, the parties may amend the Contract, including pricing, in order to provide equitable relief for the party disadvantaged by the change in law. The parties shall negotiate in good faith, however if agreement is not possible after reasonable efforts, the Director shall make a prompt decision as to an equitable adjustment, taking all relevant information into account, and shall notify the Vendor {Contractor} of the final adjusted contract price.

2.6.6 SUSPENSION OF WORK

The State may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid for goods ordered, goods delivered, or services requested and performed until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter

direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director shall make an equitable adjustment, if any is required, to the contract price. The contractor shall provide whatever information that Director may require related to the equitable adjustment.

2.6.7 TERMINATION OF CONTRACT

A. For Convenience:

Notwithstanding any provision or language in this contract to the contrary, the Director may terminate this contract at any time, in whole or in part, for the convenience of the State, upon no less than 30 days written notice to the contractor;

B. For Cause:

1. Where a contractor fails to perform or comply with a contract or a portion thereof, and/or fails to comply with the complaints procedure in N.J.A.C. 17:12-4.2 et seq., the Director may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor with an opportunity to respond; and
2. Where in the reasonable opinion of the Director, a contractor continues to perform a contract poorly as demonstrated by e.g., formal complaints, late delivery, poor performance of service, short-shipping, so that the Director is required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq., and there has been a failure on the part of the contractor to make progress towards ameliorating the issue(s) or problem(s) set forth in the complaint, the Director may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor with an opportunity to respond.

- C. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond; and
- D. In the event of termination under this section, the contractor shall be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

5.8 SUBCONTRACTING OR ASSIGNMENT

- A. Subcontracting: The contractor may not subcontract other than as identified in the contractor's proposal without the prior written consent of the Director. Such consent, if granted in part, shall not relieve the contractor of any of his/her responsibilities under the contract, nor shall it create privity of contract between the State and any subcontractor. If the contractor uses a subcontractor to fulfill any of its obligations, the contractor shall be responsible for the subcontractor's: (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws; and

- B. Assignment: The contractor may not assign its responsibilities under the contract, in whole or in part, without the prior written consent of the Director.

2.6.8 NO CONTRACTUAL RELATIONSHIP BETWEEN SUBCONTRACTORS AND STATE

Nothing contained in any of the contract documents, including the RFP and vendor's bid or proposal shall be construed as creating any contractual relationship between any subcontractor and the State.

2.6.9 MERGERS, ACQUISITIONS

If, during the term of this contract, the contractor shall merge with or be acquired by another firm, the contractor shall give notice to the Director as soon as practicable and in no event longer than 30 days after said merger or acquisition. The contractor shall provide such documents as may be requested by the Director, which may include but need not be limited to the following: corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices; updated information including ownership disclosure and Federal Employer Identification Number. The documents must be submitted within 30 days of the request. Failure to do so may result in termination of the contract for cause.

If, at any time during the term of the contract, the contractor's partnership, limited liability company, limited liability partnership, professional corporation, or corporation shall dissolve, the Director must be so notified. All responsible parties of the dissolved business entity must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment shall be made until all parties to the dissolved business entity submit the required documents to the Director.

2.6.10 PERFORMANCE GUARANTEE OF CONTRACTOR

The contractor hereby certifies that:

- A. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice;
- B. All equipment supplied to the State and operated by electrical current is UL listed where applicable;
- C. All new machines are to be guaranteed as fully operational for the period stated in the contract from time of written acceptance by the State. The contractor shall render prompt service without charge, regardless of geographic location;
- D. Sufficient quantities of parts necessary for proper service to equipment shall be maintained at distribution points and service headquarters;

- E. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice;
- F. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract; and
- G. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

2.6.11 DELIVERY REQUIREMENTS

- A. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the contract;
- B. The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice;
- C. Items delivered must be strictly in accordance with the contract; and
- D. In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the contract, the using agency shall be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor.

2.6.12 APPLICABLE LAW AND JURISDICTION

This contract and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles and shall be filed in the appropriate Division of the New Jersey Superior Court.

2.6.13 CONTRACT AMENDMENT

Except as provided herein, the contract may only be amended by written agreement of the State and the contractor.

2.6.14 MAINTENANCE OF RECORDS

The contractor shall maintain records for products and/or services delivered against the contract for a period of five (5) years from the date of final payment unless a longer period is required by law. Such records shall be made available to the State, including the Comptroller, for audit and review.

2.6.15 ASSIGNMENT OF ANTITRUST CLAIM(S)

The contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this contract, the contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to the State of New Jersey, for itself and on behalf of its political subdivisions and public agencies, all right, title and interest to all claims and causes of action it may now or hereafter

acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods and services purchased or acquired by the State of New Jersey or any of its political subdivisions or public agencies pursuant to this contract.

In connection with this assignment, the following are the express obligations of the contractor:

- A. It shall take no action that will in any way diminish the value of the rights conveyed or assigned hereunder;
- B. It shall advise the Attorney General of New Jersey:
 - 1. In advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action; and
 - 2. Immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.
- C. It shall notify the defendants in any antitrust suit of the within assignment at the earliest practicable opportunity after the contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice shall be sent to the Attorney General of New Jersey; and
- D. It is understood and agreed that in the event any payment under any such claim or cause of action is made to the contractor, it shall promptly pay over to the State of New Jersey the allotted share thereof, if any, assigned to the State hereunder.

2.7 TERMS RELATING TO PRICE AND PAYMENT

2.7.1 PRICE FLUCTUATION DURING CONTRACT

Unless otherwise agreed to in writing by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract.

In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director must be notified, in writing, of any price reduction within five (5) days of the effective date.

Failure to report price reductions may result in cancellation of contract for cause, pursuant to provision 5.7(b)1.

In an exceptional situation the State may consider a price adjustment. Requests for price adjustments must include justification and documentation.

2.7.2 TAX CHARGES

The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

2.7.3 PAYMENT TO VENDORS

- A. The using agency(ies) is (are) authorized to order and the contractor is authorized to ship only those items covered by the contract resulting from the RFP. If a review of orders placed by the using agency(ies) reveals that goods and/or services other than that covered by the contract have been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or not award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price;
- B. The contractor must submit invoices to the using agency with supporting documentation evidencing that work or goods for which payment is sought has been satisfactorily completed or delivered. For commodity contracts, the invoice, together with the Bill of Lading, and/or other documentation to confirm shipment and receipt of contracted goods must be received by the using agency prior to payment. For contracts featuring services, invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager or using agency before payment will be authorized;
- C. In all time and materials contracts, the State Contract Manager or designee shall monitor and approve the hours of work and the work accomplished by contractor and shall document both the work and the approval. Payment shall not be made without such documentation. A form of timekeeping record that should be adapted as appropriate for the Scope of Work being performed can be found at www.nj.gov/treasury/purchase/forms/Vendor_Timesheet.xls; and
- D. The contractor shall provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business, minority or woman-owned subcontractor(s). This breakdown shall be sent to the Chief of Operations, Division of Revenue, P.O. Box 628, Trenton, NJ 08646.

2.7.4 OPTIONAL PAYMENT METHOD: P-CARD

The State offers contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State agency's use of the p-card are optional. P-card transactions do not require the submission of a contractor invoice; purchasing transactions using the p-card will usually result in payment to a contractor in three (3) days. A contractor should take note that there will be a transaction-processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the MasterCard. Additional information can be obtained from banks or merchant service companies.

2.7.5 NEW JERSEY PROMPT PAYMENT ACT

The New Jersey Prompt Payment Act, N.J.S.A. 52:32-32 et seq., requires state agencies to pay for goods and services within 60 days of the agency's receipt of a properly executed State Payment Voucher or within 60 days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the State prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest shall not be paid until it exceeds \$5.00 per properly executed invoice.

Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

2.7.6 AVAILABILITY OF FUNDS

The State's obligation to make payment under this contract is contingent upon the availability of appropriated funds and receipt of revenues from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless and until funds are appropriated each fiscal year to the using agency by the State Legislature and made available through receipt of revenue.

2.8 TERMS RELATING TO ALL CONTRACTS FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS

The provisions set forth in this Section of the Standard Terms and Conditions apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

2.8.1 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Pursuant to 2 CFR 200.321, the State must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Accordingly, if subawards are to be made the Contractor shall:

- (1) Include qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
- (5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

2.8.2 DOMESTIC PREFERENCE FOR PROCUREMENTS

Pursuant to 2 CFR 200.322, where appropriate, the State has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). If subawards are to be made the Contractor shall include a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

- (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

2.8.3 PROCUREMENT OF RECOVERED MATERIALS

Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

2.8.4 EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." See, 2 CFR Part 200, Appendix II, para. C.

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the

contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the

supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2.8.5 DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

2.8.6 COPELAND ANTI-KICKBACK ACT

Where applicable, the Contractor must comply with Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

- a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the OGS centralized contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the clauses above may be grounds for termination of the OGS centralized contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

2.8.7 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708

Where applicable, all contracts awarded by the non-Federal entity in excess of \$ 100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The unauthorized user shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

2.8.8 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit

organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

2.8.9 CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED

Where applicable, Contract and subgrants of amounts in excess of \$150,000, must comply with the following:

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

2.8.10 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the State or authorized user. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State or authorized user, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2.8.11 BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

2.8.12 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115–232*, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

2.9 EXHIBITS

2.9.1 EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase and Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase and Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1 et seq.

2.9.2 **EXHIBIT B**

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)

N.J.S.A. 10:5-39 et. seq. (P.L. 1983, c. 197)

N.J.A.C. 17:27-1.1 et seq.

CONSTRUCTION CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

N.J.S.A. 10:5-39 et seq. requires contractors, subcontractors, and permitted assignees performing construction, alteration, or repair of any building or public work in excess of \$250,000 to guarantee equal employment opportunity to veterans.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

- (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - (i) The contractor or subcontractor shall interview the referred minority or women worker.
 - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

EXECUTIVE ORDER NO. 151 REQUIREMENTS

It is the policy of the Division of Purchase and Property that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the Division of Purchase and Property to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The contractor must demonstrate to the Division of Purchase and Property's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the Division of Purchase and Property's contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at <https://newjersey.usnlx.com/>;
2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
3. The Contractor shall actively solicit and shall provide the Division of Purchase and Property with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
4. The Contractor shall provide evidence of efforts described at 2 above to the Division of Purchase and Property no less frequently than once every 12 months.
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.

This language is in addition to and does not replace good faith efforts requirements for construction contracts required by N.J.A.C. 17:27-3.6, 3.7 and 3.8, also known as Exhibit B.

3 EXHIBIT C: BID SOLICITATION REFERENCE CHECKLIST

<p>FORMS, REGISTRATIONS AND CERTIFICATIONS THAT ARE NOT REQUIRED WITH THE BID, BUT MUST BE SUBMITTED UPON RECEIVING A NOTICE OF AWARD.</p>
<p><u>PROOF OF BUSINESS REGISTRATION</u></p> <p>You may register your business HERE or obtain a copy of the Business Registration Certificate HERE.</p>
<p>DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING VENDOR</p>
<p>DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM</p>
<p>SOURCE DISCLOSURE FORM</p>
<p>CERTIFICATE OF INSURANCE / ACORD</p>
<p>TWO-YEAR CHAPTER 51/EXECUTIVE ORDER 117 VENDOR CERTIFICATION AND DISCLOSURE OF POLITICAL CONTRIBUTIONS</p>
<p>AFFIRMATIVE ACTION COMPLIANCE</p> <p>Submit one of the following:</p>
<ul style="list-style-type: none"> • NEW JERSEY CERTIFICATE OF EMPLOYEE INFORMATION REPORT
<ul style="list-style-type: none"> • FEDERAL LETTER OF APPROVAL VERIFYING A FEDERALLY APPROVED OR SANCTIONED AFFIRMATIVE ACTION PROGRAM (Dated within 1 year of the Quote submission)
<ul style="list-style-type: none"> • AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (FORM AA302)
<p>CONFIDENTIALITY AND COMMITMENT TO DEFEND</p>
<p>OFFER AND ACCEPTANCE PAGE</p>
<p>SUBCONTRACTOR UTILIZATION PLAN</p>